

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2001 General Assembly.

## HOUSE ENROLLED ACT No. 1013

AN ACT to amend the Indiana Code concerning property.

*Be it enacted by the General Assembly of the State of Indiana:*

SECTION 1. IC 32-31-7 IS ADDED TO THE INDIANA CODE AS A **NEW CHAPTER** TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2002]:

### **Chapter 7. Tenant Obligations**

**Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent after June 30, 2002.**

**(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase.**

**Sec. 2. The definitions in IC 32-31-3 apply throughout this chapter.**

**Sec. 3. As used in this chapter, "rental premises" includes all of the following:**

**(1) A tenant's rental unit.**

**(2) The structure in which the tenant's rental unit is a part.**

**Sec. 4. A waiver of the application of this chapter by a landlord or tenant, by contract or otherwise, is void.**

**Sec. 5. A tenant shall do the following:**

**(1) Comply with all obligations imposed primarily on a tenant by applicable provisions of health and housing codes.**

**(2) Keep the areas of the rental premises occupied or used by the tenant reasonably clean.**



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**(3) Use the following in a reasonable manner:**

- (A) Electrical systems.**
  - (B) Plumbing.**
  - (C) Sanitary systems.**
  - (D) Heating, ventilating, and air conditioning systems.**
  - (E) Elevators, if provided.**
  - (F) Facilities and appliances of the rental premises.**
- (4) Refrain from defacing, damaging, destroying, impairing, or removing any part of the rental premises.**
- (5) Comply with all reasonable rules and regulations in existence at the time a rental agreement is entered into. A tenant shall also comply with amended rules and regulations as provided in the rental agreement.**

**This section may not be construed to limit a landlord's obligations under this chapter or IC 32-31-8.**

**Sec. 6. At the termination of a tenant's occupancy, the tenant shall deliver the rental premises to the landlord in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of a dwelling unit.**

**Sec. 7. (a) A landlord may bring an action in a court with jurisdiction to enforce an obligation of a tenant under this chapter.**

**(b) Except as provided in subsection (c), a landlord may not bring an action under this chapter unless the following conditions are met:**

- (1) The landlord gives the tenant notice of the tenant's noncompliance with a provision of this chapter.**
- (2) The tenant has been given a reasonable amount of time to remedy the noncompliance.**
- (c) If the noncompliance has caused physical damage that the landlord has repaired, the landlord shall give notice specifying the repairs that the landlord has made and documenting the landlord's cost to remedy the condition described in the notice.**
- (d) A landlord is not required to comply with the notice requirements of this section to bring an action under subsection (a) if the tenant's occupancy of the rental premises has terminated.**
- (e) This section may not be construed to limit a landlord's or tenant's rights under IC 32-31-3, IC 32-31-5, or IC 32-31-6.**
- (f) If the landlord is the prevailing party in an action under this section, the landlord may obtain any of the following, if appropriate under the circumstances:**
  - (1) Recovery of the following:**
    - (A) Actual damages.**



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**(B) Attorney's fees and court costs.**

**(2) Injunctive relief.**

**(3) Any other remedy appropriate under the circumstances.**

SECTION 2. IC 32-31-8 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2002]:

**Chapter 8. Landlord Obligations Under a Rental Agreement**

**Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent after June 30, 2002.**

**(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase.**

**Sec. 2. The definitions in IC 32-31-3 apply throughout this chapter.**

**Sec. 3. As used in this chapter, "rental premises" includes all of the following:**

**(1) A tenant's rental unit.**

**(2) The structure in which the tenant's rental unit is a part.**

**Sec. 4. A waiver of the application of this chapter by a landlord or tenant, by contract or otherwise, is void.**

**Sec. 5. A landlord shall do the following:**

**(1) Deliver the rental premises to a tenant in compliance with the rental agreement, and in a safe, clean, and habitable condition.**

**(2) Comply with all health and housing codes applicable to the rental premises.**

**(3) Make all reasonable efforts to keep common areas of a rental premises in a clean and proper condition.**

**(4) Provide and maintain the following items in a rental premises in good and safe working condition, if provided on the premises at the time the rental agreement is entered into:**

**(A) Electrical systems.**

**(B) Plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all times.**

**(C) Sanitary systems.**

**(D) Heating, ventilating, and air conditioning systems. A heating system must be sufficient to adequately supply heat at all times.**

**(E) Elevators, if provided.**

**(F) Appliances supplied as an inducement to the rental agreement.**



**Sec. 6. (a) A tenant may bring an action in a court with jurisdiction to enforce an obligation of a landlord under this chapter.**

**(b) A tenant may not bring an action under this chapter unless the following conditions are met:**

- (1) The tenant gives the landlord notice of the landlord's noncompliance with a provision of this chapter.**
- (2) The landlord has been given a reasonable amount of time to make repairs or provide a remedy of the condition described in the tenant's notice. The tenant may not prevent the landlord from having access to the rental premises to make repairs or provide a remedy to the condition described in the tenant's notice.**
- (3) The landlord fails or refuses to repair or remedy the condition described in the tenant's notice.**

**(c) This section may not be construed to limit a tenant's rights under IC 32-31-3, IC 32-31-5, or IC 32-31-6.**

**(d) If the tenant is the prevailing party in an action under this section, the tenant may obtain any of the following, if appropriate under the circumstances:**

- (1) Recovery of the following:**
  - (A) Actual damages and consequential damages.**
  - (B) Attorney's fees and court costs.**
- (2) Injunctive relief.**
- (3) Any other remedy appropriate under the circumstances.**

**(e) A landlord's liability for damages under subsection (d) begins when:**

- (1) the landlord has notice or actual knowledge of noncompliance; and**
  - (2) the landlord has:**
    - (A) refused to remedy the noncompliance; or**
    - (B) failed to remedy the noncompliance within a reasonable amount of time following the notice or actual knowledge;**
- whichever occurs first.**

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Speaker of the House of Representatives

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President of the Senate

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President Pro Tempore

Approved: \_\_\_\_\_

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Governor of the State of Indiana

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**HEA 1013 — Concur+**

